

5/19/05
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MS# 2
00000000
EX PARTE MOTION OFFICE

APPROVED
FOR THE PAYMENT
OF MOTION FEE
ONLY

At IAS Part 31 of the Supreme Court of the State of New York, held in and for the County of New York, at the Courthouse, 111 Centre Street, New York, New York this 17th day of May, 2005

P R E S E N T: Hon. Laura E. Drager
Justice

-----X
ANTONIO ANGLERO,

Plaintiff,

- against -

VENICE ANGLERO,

Defendant.
-----X

Index No. 313969/02

VAL 2
ORDER TO SHOW CAUSE

313969 YEAR 2002
CONS DASHIER DATE TIME
2005 05 MAY 16 12:31 PM

UPON the annexed Affidavit of the defendant Venice Anglero sworn to on May 13, 2005, and upon all pleadings and proceedings heretofore had herein;

LET the Plaintiff Antonio Anglero, the Plaintiff's employer 10 West 66th Street Corp. (the "Employer"), and the Plaintiff's union health benefit office Building Service 32 BJ Benefit Fund (the "Union"), or their attorneys show cause at IAS Part 31, Room 684, of this Court, to be held at the Courthouse, 111 Centre Street, New York, NY on the 17th day of June 2005, at 9:30 o'clock in the forenoon of that day, or as soon thereafter as the parties or counsel may be heard why an Order should not be made and entered:

(a) Directing that the plaintiff, the Employer and the Union show proof that the defendant is covered for health and

medical benefits under the Building Service 32 BJ Health Fund as the wife of the plaintiff, and is covered thereunder *nunc pro tunc* to June 2, 2004; or in the alternative, directing that the defendant be forthwith enrolled in the union health plan *nunc pro tunc* to June 2, 2004, the date of entry of the original Judgment of Divorce in this action (the "Original Judgment"), and that the defendant be forthwith issued an insurance identification card reflecting coverage, upon the ground that the divorce was vacated upon the consent of the parties by Order of the Hon. Laura E. Drager dated March 18, 2005 and, as such, the defendant remains married to the plaintiff and is entitled to participation in the Union health plan since benefits were terminated by virtue of the now vacated Original Judgment; and

(b) Directing that the plaintiff, the Employer and the Union show proof that the child of the parties, Bianca Anglero is and has continually been covered for health and medical benefits under the Building Service 32 BJ Health Fund; or in the alternative, directing that the defendant be forthwith enrolled in the union health plan *nunc pro tunc* to the date such benefits were improperly terminated;

(c) Fixing arrears by plaintiff in the payment of support and maintenance to defendant pursuant to the stipulation of settlement dated October 17, 2003 and the so-ordered stipulation dated March 18, 2005 (directing payment of child support in the

amount of \$145.00 weekly and spousal maintenance of \$30.00 weekly dating back to October 17, 2003) in the amount of \$2,470.00 through April 22, 2005, as such arrears have heretofore been determined by SCU, and requiring Employer to deduct the additional amount of \$87.50 per week from the plaintiff's salary for payment to SCU against the arrears, until said arrears are fully paid;

(d) Directing plaintiff to demonstrate proof of payment of counsel fees in the amount of \$1,500.00 to Howard D. Pariser, Esq. as required by the Stipulation of Settlement made on the record in open court on October 17, 2003, or directing that plaintiff make immediate payment of same; and

(e) Affording defendant such other and further relief as may seem just and proper to this Court.

Sufficient cause appearing therefore, let personal service of a copy of this order to show cause, the supporting affidavit, and all papers upon which this order to show cause is based, upon the plaintiff's attorney; upon Employer 10 West 66th Street Corp. at it's offices at 10 West 66th Street, New York, NY 10023; and upon Union Building Service 32 BJ Benefit Fund at its offices at 101 Avenue of the Americas, New York, NY 10013 on or before the

23rd day of May, 2005 be deemed good and sufficient.

Response papers to be filed in the court room and served by June 10, 2005; ENTER
 Reply papers by June 16, 2005.
 Oral argument directed.

3 LAURA E. DRAGER

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
ANTONIO ANGLERO,

Index No. 313969/02

Plaintiff,

- against -

AFFIDAVIT

VENICE ANGLERO,

Defendant.
-----X

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

VENICE ANGLERO, being duly sworn, deposes and says:

1. I am the defendant in this action, I am proceeding with this motion *pro se*, and I am fully familiar with the facts presented in this Affidavit.

INTRODUCTION

2. I am making this motion because:

(a) I have serious and chronic medical conditions requiring treatment and medical care, and yet I have no health insurance, and have been uninsured since June 2, 2004, the date of entry of the original Judgment of Divorce in this action (the "Original Judgment"), even though I did everything I knew how to do to apply for COBRA benefits but was prevented and thwarted by the Plaintiff's union health benefit office, Building Service 32 BJ Benefit Fund (the

"Union"), which failed to send me notice of my rights under COBRA, which gave me false advise that a divorced spouse was not entitled to COBRA benefits, and which ultimately sent me COBRA notice to which I responded by paying the first monthly premium for said COBRA benefits, which check the Union negotiated, although I thereafter remained uninsured;

(b) It appears that my daughter Bianca may have been terminated from the Union's medical and health plan even though she remains a full time undergraduate student at College of Mount Saint Vincent in the Bronx. If Bianca has not been terminated from the health plan, she in any event has not been issued a current identification card to allow her to take advantage of those benefits;

(c) Mr. Anglero had not been paying, and his Employer had not been deducting and paying to the Support Collection Unit ("SCU"), the full amount of \$262.50 per week, including child support and spousal maintenance totaling \$175.00 as ordered by this Court and the additional payment of \$87.50 per week towards arrears which are calculated by SCU to be \$2,470.00 as of April 22, 2005. The Employer was deducting \$262.50 per week from plaintiff's salary, reflecting the \$175.00 per week support and maintenance and the \$87.50 arrears component, until April 28, 2005, when

the arrears mysteriously stopped being deducted from Mr. Anglero's salary and the Employer, in defiance of directions from SCU, stopped withholding the arrears component. I am asking this Court to fix arrears at \$2,470.00 through April 22, 2005, and direct arrears be paid by payroll deduction to SCU, so that the total weekly payment be \$262.50 until arrears are paid.

(d) The attorney who represented me in the original divorce, and who continues to assist and advise me in connection with this pro se motion without fee, was never paid the sum of \$1,500.00 by plaintiff as was agreed pursuant to the Stipulation made on the record in open court on October 17, 2003, and I ask this Court to direct said payment to be made immediately or to allow Mr. Pariser to enter judgment therefore with interest from October 17, 2003.

MY MEDICAL CONDITION

3. I have chronic medical conditions requiring medical care and medications that I cannot afford. I have osteoporoses for which I've been prescribed fosomax; I am hypertensive and have been prescribed a Catapress Patch and the diuretic Diazide; I have asthmatic bronchitis for which I need an Advair inhaler, Cingulair, and Maxair; and I have glaucoma for which I need regular and ongoing medical care.

4. Since the termination of my Union health and medical benefits following the entry of the Original Judgment, I have relied on the generosity and largesse of various medical providers, who I can otherwise not afford to pay. Some of the physicians have accrued balances on my account; some have used their physician samples to keep me supplied with essential medicines when they are available. This is hardly adequate.

5. Most recently, last month, I slipped on the floor of my residence lobby and still have lower back pain. My doctor recommended an MRI, but I was told from the Union that I am not enrolled in the health and medical plan and I can't afford the MRI.

6. I also cannot afford necessary dental care, or to visit my OB/GYN.

7. Annexed hereto as Exhibit "A", for the Court's review, are my various medical invoices which remain unpaid since the termination of my health insurance in June, 2004.

**THE STATUS OF MY MEDICAL INSURANCE
(OR THE LACK THEREOF)**

8. On March 18, 2005, I appeared before this Court on my pro se motion because, among other things, my COBRA benefits were never established following entry of the Original Judgment of Divorce. This Court granted my motion

at that time by vacating the Original Judgment of Divorce (upon the consent of the plaintiff) and so-ordering a stipulation between the parties (See Exhibit "B") which contemplated a quick resettlement of a new Judgment of Divorce by plaintiff's counsel, so that my COBRA benefits could be established upon my payment of monthly premiums therefore.

9. Plaintiff's counsel has inexplicably failed so far to resettle the Judgment of Divorce, and I would do so myself, but I'm concerned that without being enrolled in the union health plan when the judgment is resettled, I may be unable to obtain COBRA benefits yet again.

10. Unfortunately, it appears that the intentions of the stipulation and the Court's intervention have still not been fulfilled and I remain uninsured with no means to obtain critical medical care and medications going forward and no basis to submit bills for medical care totaling over \$4,000.00 which I have received from the date of the Original (and now vacated) Judgment of Divorce entered June 2, 2004.

11. During and following the Court appearance on March 18, 2005, I attempted to communicate with plaintiff's counsel, Jocelyn Van Vooren, Esq., to explain my critical need for medical care, and it appeared to fall upon a deaf

ear. On March 31, 2005, Ms. Van Vooren wrote to me requesting a copy of my marriage certificate to Mr. Anglero in order to "expedite matters" in reinstating me on the health plan. (Exhibit "C").

12. My attorney Howard D. Pariser, Esq., who continues to assist me without being paid, wrote and faxed a letter to Ms. Van Vooren dated April 15, 2005 (Exhibit "D") forwarding the Marriage Certificate and urging Ms. Van Vooren to work expeditiously to reinstate me under the Union's health plan.

13. Ms. Van Vooren's response to Mr. Pariser, in her letter dated April 18, 2005 (Exhibit "E") was to ignore Mr. Pariser's pleas on my behalf with respect to health and medical insurance, except to say that she is "doing everything [she is] able to do to have Mrs. Anglero's health benefits reinstated." Ms. Van Vooren also told Mr. Pariser that she would not discuss this matter with him because I am proceeding pro se on the matter.

14. Also on April 18, 2005, Ms. Van Vooren wrote me two different letters:

(a) In the first letter dated April 18, 2005 (Exhibit "F"), Ms. Van Vooren acknowledges receipt of my letter dated April 14, 2005 addressing my need for an MRI, and states:

Contrary to your statement that I ". . . still have not gotten everything together," I have been doing everything I can to accomplish this end and I advised you when you called that I had not received a copy of the marriage certificate that you allegedly sent on March 31, 2005.¹ Had I received it, I most certainly would have acted upon it.

* * *

Accordingly, please do not send me any more faxes concerning your medical condition as there is nothing that I can do about it. (emphasis supplied)

(b) Also on April 18, 2005, the very same day, Ms. Van Vooren wrote to me in a different letter (Exhibit "G") that she received Mr. Pariser's April 15th letter with a copy of the marriage certificate, and that, since I am not represented by counsel, I should communicate to her in the future by fax.

(c) My letter to Ms. Van Vooren responsive to her bizarre and contradictory twin April 18, 2005 letters, is annexed for the Court's review (Exhibit "H").

15. I have still heard nothing from Ms. Van Vooren or the Union regarding my medical benefits, and I remain uninsured!

16. I ask this Court to direct my immediate reinstatement in the health plan nunc pro tunc to June 2, 2004, and the immediate issuance of an identification card

¹ The certificate was faxed with Mr. Pariser's letter to Ms. Van Vooren on April 15, 2005.

to allow me to take advantage of these benefits. In this way, I can have medical, dental and drug benefits prospectively, and also put in my bills for medical services incurred since June 2, 2004 which were denied because I was uninsured.

MY DAUGHTER BIANCA'S MEDICAL INSURANCE

17. On December 14, 2004, I received a letter from the SCU (Exhibit "I") advising that Bianca's medical and health benefits were "unavailable" because they are "not provided to the non-custodial parent through the employer or organization."

18. In the so-ordered stipulation dated March 18, 2005 (see Exhibit "C"), this Court directed that Bianca is entitled to continued medical benefits.

19. No insurance identification card has been issued in Bianca's name, so that she remains unable to take advantage of such benefits.

ARREARS IN SUPPORT AND MAINTENANCE

20. In her Affirmation dated March 7, 2005 in Opposition to my Order to Show Cause returnable March 18, 2005, Ms. Van Vooren attaches as Exhibit C therein a copy of Mr. Anglero's payroll check dated March 9, 2005 to show that the sum of \$262.50 - representing the payment of

\$145.00 child support, the \$30.00 maintenance and the \$87.50 arrears - was being deducted from his check. I attach that check as Exhibit "J" herein.

21. On April 27, 2005, the SCU did an audit of my support account and determined that the arrears as of April 22, 2005 totaled \$2,470.00 (Exhibit "K").

22. Coincidentally, on April 28, 2005, Mr. Anglero's Employer took the unilateral step of stopping the repayment of arrears and paying only the \$175 per week amount. See the SCU transmittals annexed as Exhibit "L".

23. I ask this Court to fix arrears at \$2,470.00 as of April 22, 2005, and to direct the payroll deduction of an additional \$87.50 from plaintiff's check above the \$175.00 support/maintenance amount until the full arrears are repaid.


LEGAL FEES

24. Mr. Anglero never paid Howard D. Pariser, Esq. the \$1,500.00 he was ordered to do in the so-ordered stipulation dated October 17, 2003. Mr. Pariser has been extremely generous with his time, and among other things has assisted me significantly in the preparation of papers for this motion.

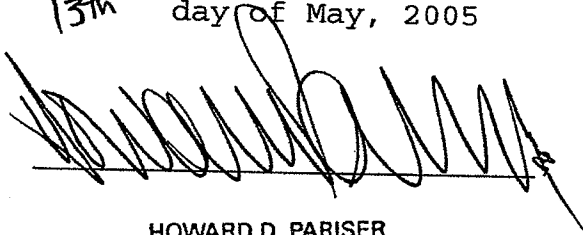
25. I ask this Court to direct plaintiff to pay this money to Mr. Pariser forthwith, and alternatively to award

Mr. Pariser judgment in the amount of \$1,500.00 plus interest since October 17, 2003.

WHEREFORE, I ask this Court to award me the relief requested herein, together with such other and further relief as may be just and proper.


VENICE ANGLERO

Sworn to before me this
13th day of May, 2005



HOWARD D. PARISER
Notary Public, State of New York
No. 02PA4685300
Qualified in New York County
Commission Expires January 31, 2007

EXHIBIT A

MANHATTEN FOOTCARE
44 WEST 34TH STREET
New York, NY 10001

Billing Date: May 11, 2005

(212)629 - 5090

Chart Number: 12048

ANTONIO ANGLERO
PO BOX 746
NEW YORK, NY 10023

at: VENICE ANGLERO

Amount Enclosed: _____
 Your payment is due on or before: 6/1/2005

Please return top portion w/payment
AGNOSIS: 7354
ICER DIAGNOSIS: 7351

HAMMertoe
 1101

VICE DATE	POSTING DATE	CPT - 4	DESCRIPTION	UNITS	BILLED	PAID/ADJUSTED
		99202	off,vst new pt lvl 2	1	\$200.00	
/2004	6/30/2004	73620	x rays 1ft 2 vws, lat/ap	1	\$100.00	
/2004	6/30/2004	73620	x rays 1ft 2 vws, lat/ap	1	\$100.00	
/2004	6/30/2004	11721	Debride nail 6 or more	1	\$60.00	
/2004	6/30/2004	73620	Payment by 32 - Thank You	1		\$85.00
/2004	10/1/2004	73620	Insurance Adjustment	1		\$85.00
/2004	10/1/2004	73620	Payment by 32 - Thank You	1		\$85.00
/2004	10/1/2004	73620	Insurance Adjustment	1		\$32.70
/2004	10/1/2004	11721	Payment by 32 - Thank You	1		\$170.00
/2004	10/1/2004	11721	Insurance Adjustment	1		
/2004	10/1/2004	99202	Payment by 32 - Thank You			
/2004	10/1/2004	99202	Insurance Adjustment			

TOTAL BILLED:	\$460.00
TOTAL PAID:	\$0.00
TOTAL ADJUSTED:	\$372.70
TOTAL DUE FROM PATIENT:	\$87.30
TOTAL OUTSTANDING TO INSURANCE:	\$0.00
BALANCE DUE UPON RECEIPT:	\$87.30

UNDER 30 DAYS	30 - 60 DAYS	60 - 90 DAYS	OVER 90 DAYS
\$0.00	\$0.00	\$0.00	\$87.30

TRANSACTIONS:

MANHATTEN FOOTCARE
44 WEST 34TH STREET
New York, NY 10001

Billing Date: May 11, 2005

(212)629 - 5090

Chart Number: 12048

ANTONIO ANGLERO
PO BOX 746
NEW YORK, NY 10023

at: VENICE ANGLERO

Amount Enclosed: _____

Your payment is due on or before: 6/1/2005

Please return top portion w/payment

AGNOSIS: 7354 HAMMertoe
 IER DIAGNOSIS: 7351 1101

VICE DATE	POSTING DATE	CPT - 4	DESCRIPTION	UNITS	BILLED	PAID/ADJUSTED
6/2004	6/30/2004	99202	off,vst new pt lvl 2	1	\$200.00	
6/2004	6/30/2004	73620	x rays 1ft 2 vws, lat/ap	1	\$100.00	
6/2004	6/30/2004	73620	x rays 1ft 2 vws, lat/ap	1	\$100.00	
6/2004	6/30/2004	11721	Debride nail 6 or more	1	\$60.00	
6/2004	10/1/2004	73620	Payment by 32 - Thank You	1		
6/2004	10/1/2004	73620	Insurance Adjustment			\$85.00
6/2004	10/1/2004	73620	Payment by 32 - Thank You	1		
6/2004	10/1/2004	73620	Insurance Adjustment			\$85.00
6/2004	10/1/2004	11721	Payment by 32 - Thank You	1		
6/2004	10/1/2004	11721	Insurance Adjustment			\$32.70
6/2004	10/1/2004	99202	Payment by 32 - Thank You	1		
6/2004	10/1/2004	99202	Insurance Adjustment			\$170.00

TOTAL BILLED:	\$460.00
TOTAL PAID:	\$0.00
TOTAL ADJUSTED:	\$372.70
TOTAL DUE FROM PATIENT:	\$87.30
TOTAL OUTSTANDING TO INSURANCE:	\$0.00
BALANCE DUE UPON RECEIPT:	\$87.30

UNDER 30 DAYS	30 - 60 DAYS	60 - 90 DAYS	OVER 90 DAYS
\$0.00	\$0.00	\$0.00	\$87.30

TRANSACTIONS:

TOTAL P.02

TOT052000TT044482

MAKLANSKY, GRUNTH, ET AL., M.D., P.C.
 BUSINESS OFFICE
 1075 PARK AVE.
 NEW YORK, NY 10128

15778-L068

RETURN SERVICE REQUESTED
 PATIENT: ANGLERO, VENICE
 ACCOUNT #: 2105393
 PLACE OF SERVICE: MAKLAN, GRUNTH, KURZBAN, COHEN
 ZIMMER, HYMAN AND BERSON, M.D., P.C.

ADDRESSEE:

ANGLERO, VENICE
 1370 ST NICHOLAS AVE
 APT 29P
 NEW YORK, NY 10033-6234

IF PAYING BY MASTERCARD, VISA OR AMERICAN EXPRESS, FILL OUT BELOW.

CHECK CARD USING FOR PAYMENT		
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA	<input type="checkbox"/> AMERICAN EXPRESS
CARD NUMBER	SIGNATURE CODE	
SIGNATURE		EXP. DATE
STATEMENT DATE 04/13/05	PAY THIS AMOUNT \$225.00	ACCT. # 2105393

PAGE: 1 of 1

SHOW AMOUNT
PAID HERE \$

40000

REMIT TO:

MAKLANSKY, GRUNTH, ET AL., M.D., P.C.
 PO BOX 5208 GPO
 NEW YORK, NY 10087-5208

15778-L068*1HU0XLL5G000253

☐ Please check box if address is incorrect or insurance
 information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

SERVICE DATE	DESCRIPTION	AMOUNT
	Balance forward last statement	0.00
11/24/04	76092 SCREENING MAMMOGRAPHY	225.00
11/30/04	BLUE SHIELD DECLINED	0.00
THIS ACCOUNT IS BEING FORWARDED TO COLLECTION.		BALANCE DUE
		225.00

IF YOU HAVE QUESTIONS ABOUT YOUR BILL, PLEASE CALL OUR
 BUSINESS OFFICE AT (212) 987-4876 OR (212) 987-4803

[illegible]



71496 TBR 057226594

5308

ANGELERO, VENICE
1370 ST NICHOLAS AVE APT 29P
NEW YORK, NY 10033-6234



Page 1

Laboratory Invoice

For services not included in your physician's bill.

Invoice Number 057226594**Lab Code TBR****Important Notice**

It is your responsibility to pay Quest Diagnostics. Please send your check with payment in the enclosed envelope. Your insurance company denied payment indicating you were not covered on the date services were performed. This is your second notice. We appreciate your prompt payment.

LABORATORY SERVICE**CPT CODE /
DATE RECEIVED AMOUNT**

COMP METABOLIC PANEL	80053	\$9.78
LIPID PANEL	80061	\$43.39
BILIRUBIN, DIRECT	82248	\$3.49
GGT	82977	\$5.22
IRON	83540	\$5.59
LD	83615	\$5.22
PHOSPHORUS	84100	\$3.49
URIC ACID	84550	\$3.82
CBC W/ DIFF & PLT	85025	\$35.25

Patient Name ANGELERO, VENICE
Date of Service November 29, 2004
Amount Due \$115.25
Payment Due Date 03/15/2005
Responsible Party ANGELERO, VENICE
Requested by: IRAJ AKHAVAN, M.D.
Invoice Date February 20, 2005

If you have Medicare, Railroad Medicare or Medicaid as your primary or secondary insurance, please send us the information - see reverse side

For billing inquiries or to pay by phone
Please have your invoice available for reference
Weekdays 8:30AM - 5 PM EST
1-800-631-1388
Or visit our website at
www.questdiagnostics.com/bill
Se Habla Español

PATIENT AMOUNT DUE \$115.25

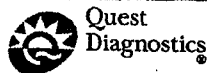
ICD-9 Codes: 401.9 250.00 285.9

Tax ID # 16-1387862

Services Performed by: QUEST DIAGNOSTICS, TETERBORO, NJ

The CPT codes provided are based on AMA guidelines and without regard to specific payer requirements.

▼ Please fold and tear payment coupon along perforation and remit with payment in the envelope provided ▼

**Payment Coupon**

Please make check payable to: Quest Diagnostics.
Please include invoice number on your check. Quest Diagnostics also accepts MasterCard, Visa & American Express. Please complete credit card information on reverse or visit our website at www.questdiagnostics.com/bill.

Amount Due	\$115.25
Payment Due Date	03/15/2005
Invoice Number 057226594	Lab Code TBR
Patient Name ANGELERO, VENICE	
Amount Enclosed	

MAIL PAYMENTS ONLY TO:

QUEST DIAGNOSTICS INCORPORATED
PO BOX 64196
BALTIMORE MD 21264-4196



☐ Check here if address has changed. Indicate change on back.
Quest Diagnostics reserves the right to assign this receivable to any of its affiliates.

011TAR1.501.0005722659400011.5253022001.00021264419600000002



EXPRESS SCRIPTS®

PULL

12/16/2004

VENICE ANGLERO
1370 ST NICHOLAS AVENUE
APT # 29-P
NEW YORK NY 10033

Dear Express Scripts Patient:

Thank you for your recent order. We are unable to fill your order because:

According to our records, your coverage with Express Scripts has expired.
Please contact your benefits administrator if you have questions.

If you included a check with your order, please contact customer service at 1-800-945-5979 for a refund.

We are sorry for any inconvenience this may cause you.

Sincerely,

Your Express Scripts Representative

DCN: SB4348021826

Provider Explanation of Benefits

Page 3 of 3

PROVIDER NAME
BRUCEA FASTENBERG MD
PROVIDER NUMBER
385B9
STATEMENT DATE
08/26/04

SITE NUMBER
100
Detail of Claims
PATIENT NAME
VENICE ANGLERO
PATIENT ACCOUNT NUMBER
062326273
MEMBER ID
062326273
CONTRACT TYPE
CLAIM NUMBER
42370221260
PSU CODE 14

Service Information	Procedure Code: 99213	Date(s): 07/26/04 - 07/26/04	Submitted Charges	Charges Not Allowed	Allowed Amount
Service Type/Place: Z/OFC <td>No. of Units: 1</td> <td></td> <td>\$100.00</td> <td>\$100.00</td> <td>\$0.00</td>	No. of Units: 1		\$100.00	\$100.00	\$0.00

Patient Calculation	Allowed Amount
	\$0.00

MESSAGE(S) SENT TO YOUR PATIENT:

- This service cannot be paid because your policy ended prior to the time care was provided.

Our Payment for this Service: **\$0.00**
Total Patient Responsibility: **\$100.00**
Total Payment for this Claim: **\$0.00**


TELEPHONE (212) 427-1888

WILLIAM FASTENBERG, M.D., P.C.
115 EAST 86TH STREET
NEW YORK, NEW YORK 10028

Sept. 3, 2004

Mrs. Venice Anglero

FOR PROFESSIONAL SERVICES

July 26, 2004

	\$ 100.
paid	<u>10.</u>
balance	90.

As per enclosed your insurance was not
valid on the date of service.

Tel: (212) 427-1888

**WILLIAM FASTENBERG, M.D., P.C.
BRUCE A. FASTENBERG, M.D., PLLC
115 East 86th Street
New York, New York 10028**

May 3, 2005

Ms. Venice Anglero
1370 St. Nicholas Avenue
Apt. 29D
New York, New York 10033

To Whom it May Concern:

Re: Venice Anglero

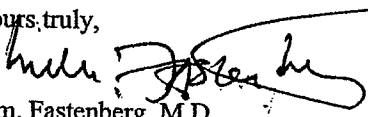
Ms. Venice Anglero was under my care from December 2003 through July 26, 2004. She suffers from chronic open angle glaucoma in both eyes. This disease requires periodic thorough examinations. Unfortunately, she is no longer covered by health insurance and is therefore no longer being followed by this office.

I think it important that she obtain the essential medical coverage for treatment of this chronic condition. My initial impression was that Ms. Anglero was a glaucoma suspect. However, the combination of risk factors: African-American heritage, borderline intraocular tensions, low pachymetry measurements and the presence of field deficits necessitated the treatment for this illness.

In view of the above I consider it important that this patient receive medical care to maintain her ocular health. The treatment can be obtained through either a public or private facility.

If any further information is required please contact the above.

Yours, truly,


Wm. Fastenberg, M.D.


Bruce Fastenberg, M.D.

PARK AVENUE RADIOLOGISTS, PC
525 PARK AVENUE @ 61 ST STREET
NEW YORK, NY 10021
 www.parkavenueradiologists.com

For patient appointments dial 212-888-1000 & press prompt 3
 Then for:
 1 MRI press prompt 2
 1 Cat Scan press prompt 3
 1 All other procedures press prompt 4
 1 Insurance Authorization or Verification 212-888-1000 prompt 4

ALBERT V. MESSINA, MD
ARIE L. LIEBESKIND, MD
DOREEN LIEBESKIND, MD
GARY HALPERN, MD (Ret.)
MARC LIEBESKIND, MD
MORTON A. JAFFE, MD

PATIENT NAME: Angler, Venice

DATE: 04/14/05 TIME: 12:00 PM

REFERRING Dr. Akhavan, MD
 PHYSICIAN: 315 West 50 Street N.Y.N.Y.
 TEL: (212) 333-7661
 FAX: (212) 582-6911
 E-MAIL: 10019

TEL: 212-888-1000
 FAX: 212-888-0594

PRECERT #:

ALL APPOINTMENTS REQUIRING PRECERT MUST BE CONFIRMED 24 HOURS IN ADVANCE

1.5T MAGNETIC RESONANCE IMAGING
 WITH CONTRAST YES NO

<input type="checkbox"/>	BRAIN	70553
<input type="checkbox"/>	ORBITS	70543
<input type="checkbox"/>	IAC	70553
<input type="checkbox"/>	FACIAL	70543
<input type="checkbox"/>	NECK	70543
<input type="checkbox"/>	TMJ	70336
<input type="checkbox"/>	PITUITARY	70553
<input type="checkbox"/>	CERVICAL SPINE	72156
<input type="checkbox"/>	THORACIC SPINE	72157
<input checked="" type="checkbox"/>	LUMBAR SPINE	72158
<input type="checkbox"/>	CHEST	71552
<input type="checkbox"/>	ABDOMEN	74183
<input type="checkbox"/>	MRCP (BILIARY)	
<input type="checkbox"/>	PELVIS	72197
<input type="checkbox"/>	MRI BREAST R L B	76093
<input type="checkbox"/>	SHOULDER R L B	73223
<input type="checkbox"/>	SHOULDER ARTHROGRAM MRI	73321 / 73040
<input type="checkbox"/>	HIP ARTHROGRAM	73525 / 73721
<input type="checkbox"/>	ARM HUMERUS RADIUS/ULNA	73220
<input type="checkbox"/>	ELBOW R L B	73223
<input type="checkbox"/>	WRIST R L B	73223
<input type="checkbox"/>	HAND R L B	73220
<input type="checkbox"/>	HIP R L B	73723
<input type="checkbox"/>	LEG FEMUR TIBFIB	73720
<input type="checkbox"/>	KNEE R L B	73723
<input type="checkbox"/>	ANKLE R L B	73723
<input type="checkbox"/>	FOOT R L B	73720
<input type="checkbox"/>	MRI PROSTATE	72197
<input type="checkbox"/>	MR MYELOGRAM	72148
<input type="checkbox"/>	OTHER	
<input type="checkbox"/>	TOTAL BODY (STIR)	

MR ANGIOGRAPHY

<input type="checkbox"/>	HEAD / BRAIN	70546
<input type="checkbox"/>	NECK	70549
<input type="checkbox"/>	CHEST	71555
<input type="checkbox"/>	CAROTID	70549
<input type="checkbox"/>	PELVIS	72198
<input type="checkbox"/>	ABDOMEN	74185
<input type="checkbox"/>	LOWER EXTREMITY	73725

NUCLEAR MEDICINE

BONE SCAN		
<input type="checkbox"/>	- WHOLE BODY	78306
<input type="checkbox"/>	- LIMITED AREA	78300
<input type="checkbox"/>	- 3 PHASE	78315
<input type="checkbox"/>	GALLIUM	78802
<input type="checkbox"/>	LIVER	78215
<input type="checkbox"/>	LUNG PERFUSION ONLY	78580
<input type="checkbox"/>	THYROID ¹²³	78010
<input type="checkbox"/>	PARATHYROID	78070
<input type="checkbox"/>	RENAL	78707
<input type="checkbox"/>	HIDA	78223

BONE DENSITOMETRY

<input type="checkbox"/>	DEXA	76075
--------------------------	------	-------

CT 16 MULTIDETECTOR / SPIRAL

WE USE NON-IONIC CONTRAST MEDIA EXCLUSIVELY

WITH CONTRAST YES NO

<input type="checkbox"/>	HEAD	70470
<input type="checkbox"/>	ORBITS	70482
<input type="checkbox"/>	IACS	70482
<input type="checkbox"/>	TEMPORAL BONES	70482
<input type="checkbox"/>	PITUITARY	70482
<input type="checkbox"/>	SINUSES	70486
<input type="checkbox"/>	SINUSES WITH VTI	70486
<input type="checkbox"/>	MAXILLOFACIAL	70486
<input type="checkbox"/>	SOFT TISSUE NECK	70492
<input type="checkbox"/>	MANDIBLE (NON DENTAL)	70486
<input type="checkbox"/>	ABDOMEN	74170
<input type="checkbox"/>	PELVIS	72194
<input type="checkbox"/>	CHEST	71270
<input type="checkbox"/>	PULMONARY ANGIO	71275
<input type="checkbox"/>	SHOULDER ARTHROGRAM CT	73040 / 73200
<input type="checkbox"/>	CERVICAL SPINE	72127
<input type="checkbox"/>	THORACIC SPINE	72130
<input type="checkbox"/>	LUMBAR SPINE	72133
<input type="checkbox"/>	LEG FEMUR TIBFIB	73702
<input type="checkbox"/>	FOOT R L	73702
<input type="checkbox"/>	ARM R L	73202
<input type="checkbox"/>	HUMERUS R L	73202
<input type="checkbox"/>	RADIUS/ULNA R L	73202

SCREENING STUDIES

WE USE NON-IONIC CONTRAST MEDIA EXCLUSIVELY

<input type="checkbox"/>	CT DENTAL SCAN MANDIBLE
<input type="checkbox"/>	CT DENTAL SCAN MAXILLA
<input type="checkbox"/>	HEART + LUNG SCREENING
<input type="checkbox"/>	CORONARY CALCIUM (HEART) SCREENING
<input type="checkbox"/>	PULMONARY NODULE (LUNG) SCREENING
<input type="checkbox"/>	CT TOTAL BODY SCAN
<input type="checkbox"/>	CORONARY ANGIOGRAPHY
<input type="checkbox"/>	VIRTUAL COLONOSCOPY

These studies are not covered by insurance

MAMMOGRAPHY/BREAST IMAGING

BRING PRIOR FILMS IF AVAILABLE

<input type="checkbox"/>	SCREENING	<input type="checkbox"/> Additional studies/Views at radiologists' discretion if necessary, check here.	76092
<input type="checkbox"/>	DIAGNOSTIC	<input type="checkbox"/> if necessary, check here.	76091
	[] BI-LATERAL		
	[] UNILATERAL		
	[] MAGNIFICATION VIEWS		
	[] SPOT COMPRESSION		
	[] IMPLANTS		
<input type="checkbox"/>	MRI BREAST R L B		76093
<input type="checkbox"/>	BREAST SONO R L B		76645

BIOPSY

BRING FILMS IF AVAILABLE

<input type="checkbox"/>	BREAST FNA R L	10022
<input type="checkbox"/>	BREAST CORE R L	19102
<input type="checkbox"/>	BREAST MRI BIOPSY	10022
<input type="checkbox"/>	THYROID FNA	76360
<input type="checkbox"/>	CT GUIDED FNA	

ULTRASOUND

<input type="checkbox"/>	ABDOMEN	76700
<input type="checkbox"/>	PELVIS (TRANSABDOMINAL)	76856
<input type="checkbox"/>	TRANSVAGINAL	76830
<input type="checkbox"/>	TRANSVAGINAL (before 12 weeks gestation)	76817
<input type="checkbox"/>	OBSTETRIC (LEVEL II) ANATOMY	76805
<input type="checkbox"/>	OBSTETRIC BIOPHYSICAL PROFILE	76818
<input type="checkbox"/>	BREAST	76645
<input type="checkbox"/>	SONOHYSTEROGRAM	58340 / 76831
<input type="checkbox"/>	THYROID	76536
<input type="checkbox"/>	RENAL	76770
<input type="checkbox"/>	SCROTUM	76870
<input type="checkbox"/>	TRANSRECTAL	76872
<input type="checkbox"/>	EXTREMITY NON-VASCULAR	76880
<input type="checkbox"/>	DUPLEX CAROTID	93880
<input type="checkbox"/>	VENOUS EXTREMITY (UPPER) R L	93970
<input type="checkbox"/>	VENOUS EXTREMITY (LOWER) R L	93971
<input type="checkbox"/>	ARTERIAL EXTREMITY (UPPER) R L	93930
<input type="checkbox"/>	ARTERIAL EXTREMITY (LOWER) R L	93925
<input type="checkbox"/>	OTHER	

X-RAY

<input type="checkbox"/>	CHEST	AP	PA/LAT	
<input type="checkbox"/>	HEAD	SKULL	SINUS	ORBITS
<input type="checkbox"/>	FACIAL BONES	NASAL BONES		MANDIBLE
<input type="checkbox"/>	RIBS			
<input type="checkbox"/>	ABDOMEN	FLAT	ERECT	
<input type="checkbox"/>	THORACIC	STANDING		
<input type="checkbox"/>	CERVICAL SP	2 VIEWS	4 VIEWS	STANDING
<input type="checkbox"/>	LUMBAR SP	2 VIEWS	4 VIEWS	STANDING
<input type="checkbox"/>	CLAVICLE	[]	[]	[]
<input type="checkbox"/>	SCAPULA	[]	[]	[]
<input type="checkbox"/>	SHOULDER	[]	[]	[]
<input type="checkbox"/>	HUMERUS	[]	[]	[]
<input type="checkbox"/>	ELBOW	[]	[]	[]
<input type="checkbox"/>	WRIST	[]	[]	[]
<input type="checkbox"/>	HAND	[]	[]	[]
<input type="checkbox"/>	HIP	[]	[]	[]
<input type="checkbox"/>	FEMUR	[]	[]	[]
<input type="checkbox"/>	KNEE	[]	[]	[]
<input type="checkbox"/>	LEG:TIBFIB	[]	[]	[]
<input type="checkbox"/>	ANKLE	[]	[]	[]
<input type="checkbox"/>	FOOT	[]	[]	[]
<input type="checkbox"/>	SCOLIOSIS SERIES			
<input type="checkbox"/>	OTHER:			

FLUOROSCOPY

<input type="checkbox"/>	ESOPHAGRAM
<input type="checkbox"/>	UPPER GI SERIES
<input type="checkbox"/>	GI SERIES SMALL BOWEL
<input type="checkbox"/>	GI SERIES ESOPHAGRAM
<input type="checkbox"/>	SMALL BOWEL SERIES
<input type="checkbox"/>	IVP
<input type="checkbox"/>	BARIUM ENEMA
<input type="checkbox"/>	HYSTEOSALPINGOGRAM
<input type="checkbox"/>	CINE
<input type="checkbox"/>	OTHER

CLINICAL HISTORY:

Pos. Discopathy of Lumbar Spine

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

Hon. Laura E. Drager

PRESENT: _____

Justice

PART 31Antonio Anglero

INDEX NO.

313969/02

- v -

MOTION DATE _____

MOTION SEQ. NO. _____

MOTION CAL. NO. _____

Venice Anglero

The following papers, numbered 1 to _____ were read on this motion to/for _____

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits _____

Replying Affidavits _____

PAPERS NUMBERED

Cross-Motion: ☐ Yes ☐ NoUpon the foregoing papers, it is ordered that ~~this motion~~ the divorce is vacatedMOTION/CASE IS RESPECTFULLY REFERRED TO
JUSTICE _____Dated: 3/18/05*Hon. Laura E. Drager*

J.S.C.

Check one: ☐ FINAL DISPOSITION☒ NON-FINAL DISPOSITION

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT:

DRAGER

Justice

PART

31ANGLENO, ANTONIO

INDEX NO.

313969/02

MOTION DATE

MOTION SEQ. NO.

01

MOTION CAL. NO.

- v -

VENICE ANGLENO

The following papers, numbered 1 to _____ were read on this motion to/for _____

RECEIVED

MAR 21 2005

IAS MOTION
SUPPORT OFFICE

PAPERS NUMBERED

Notice of Motion/ Order to Show Cause — Affidavits

Answering Affidavits — Exhibits

Replying Affidavits

Cross-Motion: ☐ Yes ☐ No

Upon the foregoing papers, it is ordered that this motion

is resolved pursuant
to the stipulation entered on March 18, 2005
and so orderedMOTION/CASE IS RESPECTFULLY REFERRED TO
JUSTICE

Dated:

3/18/05Check ☐ FINAL DISPOSITION☒ NON-FINAL DISPOSITION

Hon. Laura E. Dray

FILED

MAR 22 2005

NEW YORK
COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Antonio Anglero, Plaintiff,
— against —
Venice Anglero, Defendant.

INDIVIDUAL ASSIGNMENT PART 31

STIPULATION

INDEX NO. 313969/02

MOTION CALENDAR NO.

DATE March 18, 2005

IT IS HEREBY STIPULATED AND AGREED by and between the below-named attorney(s) as follows:

- ① Plaintiff shall pay to defendant as and for deductible maintenance the sum of \$30 ^(thirty dollars) ~~each week~~
- ② Plaintiff shall pay as and for child support the sum of \$145 ^(one hundred and forty-five) ~~per week~~ until the parties daughter reaches the age of 21 years except if the child is a full-time student, child support shall continue until age 22 years.
- ③ Medical benefits shall continue for the daughter for as long as plaintiff has those benefits through his employment.
- ④ Defendant shall be entitled to receive 33 1/3 percent of plaintiff's pension and 401K plan ~~up to~~ September 3, 200
- ⑤ Plaintiff shall name the child as beneficiary of the life insurance policy provided to him by Local 32BJ for as long as the child is entitled to receive child support.
- ⑥ Maintenance and child support payments due on or after 3/1/05 shall be granted a 30 day grace period.
- ⑦ Plaintiff shall be granted a 30 day grace period on the grounds of constructive abandonment.

Date:

3/18/05

So Ordered.

ENTER:

Hon. Laura E. Drager J.S.C.

Attorney for Plaintiff

Attorney for Defendant

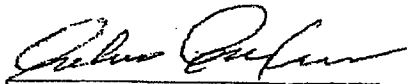
Attorney for Defendant

FILED
MAR 22 2005
COUNTY OF NEW YORK
CLERK'S OFFICE

Thursday, March 18, 2005

To Judge Drager,

I, Antonio Anglero agreed to have the judgement of divorce vacated for the purpose of allowing Venice Anglero to obtain medical insurance. I understand the judgement will be re-instated almost immediately with no change in its terms.



Antonio Anglero

FILED
MAR 22 2005
NEW YORK
COUNTY CLERK'S OFFICE

EXHIBIT C



Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991
www.seiu32bj.org
1-212-388-3600
1-212-388-3061 (fax)

Director
Alan M. Snyder

Writer's Direct Dial No.:

(212) 388-2096

Supervising Attorneys
Harriet Holtzman
Isadore B. Huss
David M. Projansky
Melissa Werger

March 31, 2005

Mrs. Venice Anglero
1370 St. Nicholas Avenue
Apt. #29P
New York, NY 10035

Re: Anglero v. Anglero

Dear Mrs. Anglero:

In order to have you reinstated on the health plan, they are asking for a copy of your marriage certificate together with a copy of the judgment of divorce. I do not have a copy of your marriage certificate so if you could forward that to me as soon as possible it would expedite matters.

Very truly yours,

Jocelyn Van Vooren

JVV/gmg

EXHIBIT D

Howard D. Pariser
Attorney-at-Law

60 East 42nd Street
46th Floor
New York, NY 10165
Tel: (212) 490-2190
Fax: (212) 697-0877

April 15, 2005

VIA FACSIMILE TRANSMISSION

Jocelyn Van Vooren, Esq.
Building Services 32 B-J Legal Services Fund
101 Avenue of the Americas, 16th Floor
New York, New York 10013

Re: Anglero v. Anglero

Dear Ms. Van Vooren:

Ms. Anglero informs me that you have asked her for a copy of the enclosed Certificate of Marriage. I'm told that you need this document in connection with the restoration of Ms. Anglero's health insurance benefits.

As I understand the current status of this case, an order of Justice Drager dated and entered March 18, 2005 vacated the Judgment of Divorce upon defendant's pro se motion and upon plaintiff's written consent, in order to correct the problem of the Union's various failures with respect to Ms. Anglero's right to health insurance and COBRA benefits. These failures include the repeated denials to Ms. Anglero that she has any right to COBRA benefits when she made numerous inquiries at the Union's Benefits Office following the divorce as to why she never received any notice of her COBRA rights. These failures include your response to several voice mail messages from me about Ms. Anglero not having received COBRA notice with voice mail messages of your own, advising me in the first that Ms. Anglero will have to take up her problem with the Benefits Office, and in the second, acknowledging that Ms. Anglero's COBRA notice was mailed in error to Mr. Anglero, who discarded it, but that Ms. Anglero will in any event still have to take up her problem with the Benefits Office, that you could offer no assistance. These failures include the Union's failure to enroll Ms. Anglero COBRA health insurance when she paid her first monthly premium in a timely fashion after finally getting extremely late COBRA notice.

So we are clear, Ms. Anglero has had numerous health insurance claims denied since the entry of the now-vacated divorce judgment upon the basis that her coverage lapsed following the divorce. These unpaid medical bills from 4 physicians and a medical laboratory total approximately \$4,300.00. In addition, Ms. Anglero's prescriptions were returned unfilled by Express Script; she could not schedule a

Jocelyn Van Vooren, Esq.
April 15, 2005
Page Two (2)

recommended follow-up visit with the 32 B-J Dental Clinic; and only this week, Ms. Anglero was advised she could not schedule a needed MRI – all because her insurance coverage was denied.

Ms. Anglero has serious medical issues requiring treatment and medication. For example, I enclose a letter dated April 12, 2005 from William Fastenberg, M.D., who explains that Ms. Anglero is no longer under his care for her chronic glaucoma, for which she requires continued treatment at periodic intervals, and that it is “important that she obtain essential medical coverage for treatment of her condition.”

One intended effect of Justice Drager’s vacating of the divorce judgment is that the parties remain married for purposes of health insurance benefits until the entry of a new judgment. As such, I have advised Ms. Anglero to resubmit, or to have her medical providers resubmit their previously rejected claims. I suggest that you communicate the status of the Angleros’ continued marriage to the Union’s Benefit Fund in order to facilitate the immediate restoration of Ms. Anglero’s health benefits. She needs an MRI immediately. She has other urgent medical needs, some of which have been neglected because of the circumstances.

On a related matter, I also have been informed that you recently advised Justice Drager of your belief that Mr. Anglero made the payment of \$1,500.00 to me on account of his wife’s legal fees, as he agreed to do in the stipulation by February, 2004. This is not the case, and no such payment has been made. Would you kindly discuss this with your client and arrange for his immediate payment of this obligation.

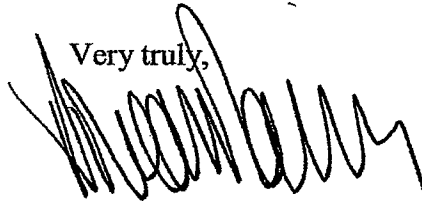
Finally, Ms. Anglero has asked me to communicate her request that you undertake to behave towards her with a bit more civility as she navigates her way through her pro se motion before Justice Drager. Ms. Anglero is a nice woman, and none of the problems about which she complains to the Court were brought about by anything she has done. I understand that this case presents unusual problems, and I’m confident that you will be sensitive to Ms. Anglero’s concerns in this regard as this case works towards a final and complete resolution.

Although Ms. Anglero wishes to continue pro se in this matter, I am counseling her at this point and I am authorized to discuss this case with you should you think it might be helpful. In any event: (a) I look forward to learning that Ms. Anglero’s health benefits are restored immediately and that her previously rejected claims are paid in accordance with the plan; (b) I await your settlement of a new judgment of divorce in this

Jocelyn Van Vooren, Esq.
April 15, 2005
Page Three (3)

action, followed after entry of that judgment by a timely COBRA notice being sent to Ms. Anglero at her actual address; and finally (c) I await your client's remittance to me of his \$1,500.00 contribution towards Ms. Anglero's legal fees

Very truly,

A handwritten signature in black ink, appearing to read "Howard D. Pariser", written in a cursive, flowing style.

HOWARD D. PARISER

HDP:ad
enclosures

cc: Venice Anglero

The United Methodist Church

Certificate of Marriage

This Certifies That

Antonio Cordero

and

Yenice Althea Combe

were united in

Solely Matrimony

at New York, New York

(Methodist Episcopal Church)

on the 26th of December, 1984, according

to the ordinance of God and the laws of the

State of New York

William J. Jones

Pastor

By the Minister of the

Witnesses

William J. Jones

EXHIBIT E



Building Services 32B-J Legal Fund
101 Avenue of the Americas
New York, NY 10013-1991
1-212-388-3600

Director
Alan M. Snyder

Director of Litigation
Isadore B. Huss

Writer's Direct Dial No..

(212) 388-2096

Supervising Attorneys
Harriet Hottzman
David M. Projansky
Melissa Werger

April 18, 2005

VIA FACSIMILE ONLY

Howard D. Pariser
Attorney at Law
60 East 42nd Street - 46th Floor
New York, NY 10165

Re: Anglero v. Anglero

Dear Mr. Pariser:

I am in receipt of your factually incorrect letter dated April 15, 2005 together with its attachments. As it is quite clear that I am doing everything I am able to do to have Mrs. Anglero's health benefits reinstated, I am at a loss as to why you would spend the time writing such a lengthy letter full of "information" that I have no need to know. However, let me make the record clear.

The signed, entered judgment of divorce was mailed to you and the affidavit of service was filed in the court. The letter and enclosed judgment were presumed to have been received by you as the envelope was never returned to us. You received other letters I had mailed to you. As you knew, or should have known, your client had thirty (30) days after that to apply for COBRA. She did not. You were free at all times to check on the status of your client's case and, apparently, you did not. It was not our responsibility, nor the Health Fund's responsibility, to take care of what you, or your client, should have taken care of. As Mrs. Anglero's attorney, the ball was in your court at that point, Mr. Pariser, and you failed to pick it up.

Your statement that Mr. Anglero "discarded" COBRA notices that you allege he received, is simply not true. When the Judgment of Divorce was signed and entered, he advised the Health Fund as he was obliged to do. He received nothing more from the Health Fund concerning

32B-J LEGAL FUND 7123989637

Howard D. Pariser
April 18, 2005
Page 2

your client's coverage.

I will speak to my client about the legal fees. Frankly, I am surprised you did not mention it before. It was your silence that prompted me to advise Justice Drager as I did.

Since you tell me that Mrs. Anglato will continue to represent herself pro se, I do not think it is appropriate for me to discuss this matter with you. I trust that Justice Drager's solution to this difficult situation will be implemented without further difficulty.

Very truly yours,


Joelynn Van Vooren

JVV/r,lc

EXHIBIT F



Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991
1-212-388-3600

Director
Alan M. Snyder

Director of Litigation
Isadore B. Huss

Writer's Direct Dial No.:

Supervising Attorneys
Harriet Holtzman
David M. Projansky
Melissa Werger

(212) 388-2096

April 18, 2005

Mrs. Venice Anglero
1370 St. Nicholas Avenue
Apt. #29P
New York, NY 10035

Re: Anglero v. Anglero

Dear Mrs. Anglero:

I am in receipt of your fax dated April 14, 2005 concerning your MRI.. As you should be aware, you can only obtain approval for medical procedures if you are covered by the the Health Fund.

Contrary to your statement that I "...still have not gotten everything together, "I have been doing everything I can to accomplish this end and I advised you when you called that I had not received a copy of the marriage certificate that you allegedly sent on March 31, 2005. Had I received it, I most certainly would have acted on it.

Accordingly, please do not send me any more faxes concerning your medical condition as there is nothing that I can do about it.

Very truly yours,

Jocelyn Van Vooren

JVV/r,lc
encl.

EXHIBIT G



Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991
1-212-388-3600

Director
Alan M. Snyder

Director of Litigation
Isidore B. Huss

Writer's Direct Dial No.:

(212) 388-2096

Supervising Attorneys
Harriet Holtzman
David M. Projansky
Melissa Werger

April 18, 2005

Mrs. Venice Anglero
1370 St. Nicholas Avenue
Apt. #29P
New York, NY 10035

Re: Anglero v. Anglero

Dear Mrs. Anglero:

I am in receipt of a letter from your former attorney together with a copy of your marriage certificate. I will pass it along to the appropriate person and will keep you informed as to your Health Fund status.

As you are not being represented by counsel, would you kindly communicate with me by letter in the future and sent any faxes to (212) 388 3637.

Very truly yours,


Jocelyn Van Vooren

JVV/r,lc

EXHIBIT H

Venice Anglero

1370 St Nicholas Avenue, Apt. 29P • New York, NY 10033 • Telephone (212) 568-8742 • Fax (212) 425-0877

April 26, 2005

Ms. Jocelyn Van Vooren, Esq.
Building Service 32 BJ Health Fund
101 Avenue of Americas
New York, NY 10013-1991

Subject: Unresolved Health Insurance Issues

Dear Ms. Van Vooren:

This letter shall serve to acknowledge receipt of your two letters, both dated April 18, 2005. In one letter you said, "please do not send me any more faxes concerning your medical condition as there is nothing that I can do about it." In the other letter you said, "kindly communicate with me by letter and send faxes." A little confusing, wouldn't you agree?

However, would you please let me know what has been accomplish since you received the marriage certificate, as I have not yet received the benefit card but I am still in pain and need medical attention.

I look forward to hearing from you really soon.

Sincerely,

Venice Anglero

va/

Via Facsimile Transmission (212) 388 3637

EXHIBIT I

MDXUUL-1682

NYC OCSE
MEDICAL SUPPORT UNIT
PO BOX 15369
ALBANY NY 12212-5369

Date: December 12, 2004

**NOTICE OF HEALTH INSURANCE
COVERAGE FOR CHILDREN
UNAVAILABLE**

ANGLERO, VENICE

1370 ST.NICHOLAS AVE APT#29P
NEW YORK NY 10033-6234

CSMS Case ID: NJ43753X1

Worker Code: AF1A

Employer No: 01

Employer Name: 10 WEST 66TH STREET CORPORAT

SUBJECT: National Medical Support Notice RE: ANGLERO, ANTONIO

Dear ANGLERO, VENICE

This notice is to inform you that the child(ren) of the above named non-custodial parent and associated with the above case number is(are) not currently enrolled in a health insurance plan maintained by the non-custodial parent's employer or organization.

We have been advised by the employer or organization that dependent or family health insurance benefits are not available for the following reason:

Not provided to the non-custodial parent through the employer or organization.

If you have questions regarding this notice, please contact:

NYC OCSE
MEDICAL SUPPORT EXECUTION
PO BOX 828, CANAL ST STATION
NEW YORK NY 10013

Telephone: (212) 226-7125

Supervisor,
Support Collection Unit

EXHIBIT J

Check #: 3174

Employee Number: 0022
 Department Number: 04
 Social Security Number: 062-32-6273
 Marital Status: SINGLE
 Number Of Allowances: 04
 Rate: 17.4408

ANTONIO ANGLERO
 PO BOX 0746
 NEW YORK, NY 10023

Hours and Earnings				Taxes and Deductions		
Description	Hours	This Period	Year-To-Date	Description	This Period	Year-To-Date
REGULAR	40.00	697.63	6557.74	TRPASS		140.00
O/TIME			627.87	FICA	53.37	848.53
B-DAY			139.53	FED WT	78.20	1326.71
VACTON			2790.52	NY ST	25.70	407.69
HOLIDAY			418.59	NewYrk	15.86	252.04
CLINIC			139.53	GARNSH	262.50	2395.00
PRSICK			558.11	UNION1	59.88	175.69

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$11,231.89	\$697.63	\$495.51	\$202.12

PLEASE VERIFY NAME, ADDRESS AND SS# FOR W-2 PURPOSES

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

10 WEST 66TH STREET CORP

10 WEST 66TH STREET
 NEW YORK, NY 10023

Check # 3174

Check Date: 3/09/2005

1-8
210 99

*TWO HUNDRED TWO DOLLARS *****AND *****12 CENTS *

Pay To The
Order Of

ANTONIO ANGLERO
 PO BOX 0746
 NEW YORK, NY 10023

Pay This Amount

\$202.12

CITIBANK N.A.
 162 AMSTERDAM AVE
 NEW YORK, NY 10023

Antonio Anglero
Julietta D. Dora

⑈003174⑈ ⑆021000089⑆ 05212299⑈

THIS CHECK IS VOID IF IT IS NOT DEPOSITED WITHIN 60 DAYS OF THE DATE OF ISSUANCE. IF IT IS NOT DEPOSITED WITHIN 60 DAYS OF THE DATE OF ISSUANCE, THE CHECK IS VOID.

EXHIBIT K

(04/05)



HUMAN RESOURCES ADMINISTRATION
OFFICE OF REVENUE AND INVESTIGATION
CHILD SUPPORT ENFORCEMENT
P.O. BOX 830
CANAL STREET STATION
NEW YORK, NEW YORK 10013

Date: 04/27/2005

Venice Anglero
1370 St.nicholas Ave Apt#29p
New York, NY 10033-6234

CSMS Case#: NJ43753X1

Dear Sir or Madam:

We have investigated the issue(s) you brought to our attention regarding your above-mentioned child support account. A Support Obligation Summary is attached. The document is a record of the obligations on this account and the amount of money owed. The explanation of terms on the last page will assist you in understanding the document.

If you need further assistance, you may contact us by mail at the above address or call the customer service representatives at 888-208-4485. You may also visit our Customer Service Office located at 151 West Broadway, 4th floor, New York, NY (between Worth Street & Thomas Street). The Customer Service Office hours are Monday through Friday, 8:00 a.m. to 7:00 p.m. for **walk-in service (no appointment required)** and Saturday, 9:00 a.m. to 5:00 p.m., **by appointment only**. To schedule a Saturday appointment, call 212-274-6482 or 212-274-4920 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

Very truly yours,

ANWAR AHMED

Child Support Services Representative

We can't help you, if we can't find you. Remember to give us your change of address and telephone number!

New York City Office of Child Support Enforcement Support Obligation Summary

STATEMENT DATE: 04/27/2005

DOCKET NUMBER: F0192793A

CUSTODIAL PARTY NAME: ANGLERO, VENICE

CASE ID: NJ43753X1

NON-CUSTODIAL PARENT NAME: ANGLERO, ANTONIO

REVIEW PERIOD END DATE: 04/26/2005

PREPARED BY: ANWAR AHMED

I. SUMMARY OF ACCOUNT

TOTAL AMOUNT CHARGED (DUE): \$77,040.00

TOTAL PAID: \$74,570.00

CASE NET DUE(TOTAL AMOUNT OWED): \$2,470.00

Includes last payment(s) on 04/25/2005 , in the amount(s) of \$262.50 , \$262.50 .

II. DETAIL OF OBLIGATIONS AND AMOUNT OWED

A) CURRENT SUPPORT OBLIGATION(S)

TYPE	FROM	TO	RATE / FREQUENCY	COLA	NET DUE
Current Child Support	01/21/94	04/22/05	\$145.00/Weekly - Payment due every 7 days.	Yes	\$2,110.00
Current Support Alimony	04/21/00	04/22/05	\$30.00/Weekly - Payment due every 7 days.	Yes	\$360.00

TOTAL CURRENT SUPPORT OBLIGATION(S) OWED	\$2,470.00
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B) PAST DUE SUPPORT OBLIGATION(S)

TYPE	FROM	TO	RATE / FREQUENCY	ARREARS BALANCE	NET DUE
TOTAL PAST DUE SUPPORT OBLIGATION(S) OWED					\$0.00
					\$0.00

Amount unapplied \$0.00 .

Amount undisbursed \$0.00 .

REMARKS

EXHIBIT L

NEW YORK CITY SUPPORT COLLECTION UNIT
P.O. BOX 725
CANAL STREET STATION
NEW YORK NY 10013-0000

CHECK #: **668197149**
NOT NEGOTIABLE

RECEIPT DATE	AMOUNT
00/00/00	0000000000.00
00/00/00	0000000000.00
00/00/00	0000000000.00
00/00/00	0000000000.00

CHECK NUMBER: 668197149
DATE: 04/01/2005
AMOUNT: 00000000262.50
RESPONDENT NAME: ANGLERO, ANTONIO
CLIENT NAME: ANGLERO, VENICE
RESPONDENT SSN: 062-32-6273
ACCOUNT NUMBER: NJ43753X1
USDL:
FIPS: 136061

IMPORTANT

The enclosed check is only valid for 90 days. If you hold the check for more than 80 days before cashing it, the check may not clear the Chase Manhattan Bank account before the 90 days expire. If so, the check will not be paid and you may have to pay bank fees.

PLEASE CASH THE CHECK AS SOON AS POSSIBLE

NEW YORK CITY SUPPORT COLLECTION UNIT
P.O. BOX 725
CANAL STREET STATION
NEW YORK NY 10013-0000

CHECK #: **668262876**
NOT NEGOTIABLE

RECEIPT DATE	AMOUNT
00/00/00	0000000000.00
00/00/00	0000000000.00
00/00/00	0000000000.00
00/00/00	0000000000.00

CHECK NUMBER: 668262876
DATE: 04/11/2005
AMOUNT: 00000000262.50
RESPONDENT NAME: ANGLERO, ANTONIO
CLIENT NAME: ANGLERO, VENICE
RESPONDENT SSN: 062-32-6273
ACCOUNT NUMBER: NJ43753X1
USDL:
FIPS: 136061

IMPORTANT

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NEW YORK CITY SUPPORT COLLECTION UNIT
P.O. BOX 725
CANAL STREET STATION
NEW YORK NY 10013-0000

CHECK #: **668377154**
NOT NEGOTIABLE

RECEIPT DATE	AMOUNT
00/00/00	0000000000.00
00/00/00	0000000000.00
00/00/00	0000000000.00
00/00/00	0000000000.00

CHECK NUMBER: 668377154
DATE: 04/28/2005
AMOUNT: 000000000175.00
RESPONDENT NAME: ANGLERO, ANTONIO
CLIENT NAME: ANGLERO, VENICE
RESPONDENT SSN: 062-32-6273
ACCOUNT NUMBER: NJ43753X1
USDL:
FIPS: 136061

IMPORTANT

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PLEASE CASH THE CHECK AS SOON AS POSSIBLE

Index No. 313969/02

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ANTONIO ANGLERO,

Plaintiff,

- against -

VENICE ANGLERO,

Defendant.

ORDER TO SHOW CAUSE

Venice Anglero

Defendant Pro Se

1370 ST. NICHOLAS AVENUE

APT. NO. 29-P

NEW YORK, NEW YORK 10033

[h] (212) 568-8742

[0] (212) 425-0905

Service of a copy of the within Order to Show Cause is hereby admitted.

Dated:

***Building Services 32BJ Legal Services Fund
Attorney(s) for Plaintiff Antonio Anglero***

Service of a copy of the within Order to Show Cause is hereby admitted.

Dated:

Building Services 32BJ Benefit Fund

Service of a copy of the within Order to Show Cause is hereby admitted.

Dated:

10 West 66th Street Corp.
